REMARKS

The Office Action has been received and carefully considered. The Office Action rejects claims 1-8 and 15-23 under 35 U.S.C. § 102(e) as allegedly being anticipated by U.S. Published Application No. 2003/0204443 to Knox ("Knox") and rejects claims 9-12 under 35 U.S.C. § 103(a) as allegedly being obvious over Knox. Applicants respectfully traverse the rejections as follows.

I. Knox Fails To Disclose Software Installed In A Computing Device That Communicates With A Token

Claims 1 and 18 recite "software adapted to be installed in the device, the software configured to communicate with a token operatively coupled to the device." Knox fails to disclose this feature.

Knox fails to disclose installing software in Knox's computer that communicates with a token. The Office Action appears to interpret the claimed "token" as Knox's "switch." *See* Office Action, page 3 ("the computer communicate with the switch/token"). Accordingly, to anticipate the limitation at issue, software installed on Knox's computer must communicate with Knox's switch. However, Knox's switch simply acts as a valve between the internet and Knox's computer. Knox's computer does not know that there is a switch between it and a DSL connection. As such, Knox's switch is invisible to Knox's computer. It is therefore impossible for Knox's computer to communicate *with* its switch.

At most, Knox discloses a switch that communicates with an external "Internet service manager" rather than the computer to which it is attached. *See* Knox, paragraph 22 (An "Internet service manager sends the allotted Internet access time to the prepaid Internet switch."); paragraph 25

("The prepaid Internet switch may then optionally send at termination signal to the service manager indicating that the prepaid time has lapsed..."). Thus, to the extent that Knox's switch communicates with anything, it communicates with an external "service manager." There is absolutely no disclosure of Knox's switch communicating with software installed on Knox's computer.

In sum, Knox fails to disclose its computer communicating *with* its switch. At most, Knox discloses its computer communicating *through* its switch.

Under 35 U.S.C. § 102, anticipation requires that a prior art reference disclose each and every element of the claimed invention. *In re* Sun, 31 USPQ2d 1451, 1453 (Fed. Cir. 1993) (unpublished). MPEP § 2131 reinforces this principle: "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Because Knox fails to disclose a "software configured to communicate with a token operatively coupled to the device," the rejection of the independent claims, and all claims dependent thereon is improper and must be reversed.

II. Knox Fails To Disclose A Tamper Resistant Token

Claim 1 recites "a tamper-resistant secure token." Claim 18 recites "a secure tamper-resistant physical token." Knox fails to disclose these features.

As discussed in Section I, the Office Action appears to interpret the claimed "token" as Knox's "switch." Applicants respectfully assert that Knox's switch is neither secure nor tamper

resistant. Knox does not disclose that its switch is tamper resistant or secure. Moreover, Knox has no need for a tamper resistant or secure token, as Knox's security is provided by its "prepaid card" and "DSL service manager." *See* Knox, paragraphs 20 and 21 ("[A] signal indicative of the account number and time of the prepaid card is communicated from the point of sale 100 to DSL service manager 106. ... At step 206, an Internet account is established with the DSL service provider 130."). Because Knox's security is provided by activation of a prepaid card and DSL service manager, there is no need for Knox to ensure that its switch is secure or tamper resistant. Accordingly, Knox fails to disclose or suggest the limitations at issue.

Under 35 U.S.C. § 102, anticipation requires that a prior art reference disclose each and every element of the claimed invention. *In re* Sun, 31 USPQ2d 1451, 1453 (Fed. Cir. 1993) (unpublished). MPEP § 2131 reinforces this principle: "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Because Knox fails to disclose a "a tamper-resistant secure token" or "a secure tamper-resistant physical token," the rejection of the independent claims, and all claims dependent thereon is improper and must be reversed.

III.   Conclusion

In view of the foregoing, it is respectfully submitted that the present application is in condition for allowance, and an early indication of the same is courteously solicited. The Examiner is respectfully requested to contact the undersigned by telephone at the below listed telephone number, in order to expedite resolution of any issues and to expedite passage of the present

application to issue, if any comments, questions, or suggestions arise in connection with the present application.
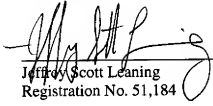
This reply is submitted together with a request for a three-month extension of time. In the event that a variant exists between the amount tendered and that determined by the U.S. Patent and Trademark Office to enter this Reply or to maintain the present application pending, please charge or credit such variance to the undersigned's Deposit Account No. 50-0206.

Respectfully submitted,

HUNTON & WILLIAMS LLP

Dated: February 7, 2008

By: _____

Jeffrey Scott Leaning
Registration No. 51,184

Hunton & Williams LLP
Intellectual Property Department
1900 K Street, N.W., Suite 1200
Washington, DC 20006-1109
(202) 955-1500 (telephone)
(202) 778-2201 (facsimile)

JSL:mia

10